

SPECIAL PROVISIONS (SERVICES)

Note: Shaded or highlighted areas are only for assistance in determining whether to include a SP in the Contract or to modify. The shading **should not** appear in the Contract Document.

All Articles, Subarticles, or portions of the Contract noted by an asterisk (*) shall be included in all Subcontracts of any tier.

Choose **one** of the following three Articles

FOR FEDERALLY FUNDED CONTRACTS

SP-01 DALP PARTICIPATION

- A. The Contractor is encouraged to achieve its Disadvantaged Business Enterprise Anticipated Level of Participation (DALP) of _____ percent (_____%) of the ??Firm Fixed Price ??Total Estimated Cost ??Not to Exceed (NTE) Amount.

A DALP may be assigned for each Task Order.

- B. Achievement of the DALP will be measured by the total amount paid for the work completed by the DBE.

Or if DALP is not recommended use the following

A DALP for this procurement was not recommended for participation of DBE firms because of insufficient DBE availability or lack of identified subcontract opportunities. However, pursuant to the DBE Program, if the Contractor utilizes the services of subcontractors, the Contractor is encouraged to afford maximum opportunities to DBE firms in available subcontract and supply service areas.

FOR STATE/LOCALLY FUNDED CONTRACTS

SP-02 M/WBE PARTICIPATION

- A. The Contractor is encouraged to meet the Voluntary Minority and Women Business Enterprise (M/WBE) Anticipated Levels of Participation (VALP) specified in the Contract documents, and acknowledges the VALP commitment by Contractor of _____ percent MBE and _____ percent WBE of the Total Contract Price. A firm which is both a MBE and a WBE may be credited toward either the MBE or WBE VALP, but not both.

Or if goal is waived use the following

- B. MBE/WBE VALP was not recommended for participation of MBE/WBE firms because of insufficient MBE/WBE availability or lack of identified subcontract opportunities. However, pursuant to the MBE/WBE Program, if the Contractor utilizes the services of subcontractors, the Contractor is expected

to afford maximum opportunities to MBE/WBE firms in all subcontract and supply service areas. When requested by Metro, the Contractor shall submit documentation to satisfy Metro that Good Faith Efforts were made to utilize MBE/WBE firms throughout the life of the Contract.

SP-03 SBE PARTICIPATION

- A. The Contractor shall ensure that all Small Business Enterprise (SBE) requirements specified in the Contract have been met, and acknowledges that the SBE participation goal for the Contract is [redacted] percent of the [redacted] Firm Fixed Price [redacted] Total Estimated Cost [redacted] Not to Exceed (NTE) Amount.

A SBE goal will be assigned for each Task Order.

- B. Achievement of the goal shall be measured by SBE work completion and compensation.

Or if goal is waived use the following

SBE goal for this procurement was not recommended for participation of SBE firms because of insufficient SBE availability or lack of identified subcontract opportunities. However, pursuant to the SBE Program, if the Contractor utilizes the services of subcontractors, the Contractor is expected to afford maximum opportunities to SBE firms in all subcontract and supply service areas. When requested by Metro, the Contractor shall submit documentation to satisfy Metro that Good Faith Efforts were made to utilize SBE firms throughout the life of the Contract.

SP-04 RESERVED

SP-05 ORGANIZATIONAL CONFLICTS OF INTEREST*

This Contract is subject to the restrictions against organizational conflicts of interest promulgated by the Federal Transit Administration in FTA Circular 4220.1F dated November 1, 2008 or successor circulars. Contractor shall not provide Project Management Assistance to Metro, under this Contract, related to any other or future contract which would constitute or create an organizational conflict of interest related to this Contract.

SP-06 NOTICES AND SERVICE THEREOF*

- A. Any Notice legally required to be given by one party to another under the Contract, including but not limited to those regarding interpretation of the Contract or changes thereto, shall be in writing and dated. The Notice shall be signed by the party giving such Notice or by a duly authorized representative of such party.
- B. Notices shall not be effective for any purpose whatever unless enclosed in a sealed envelope and transmitted by registered mail or any certifiable delivery service addressed to:

Los Angeles County Metropolitan Transportation Authority
 One Gateway Plaza
 Los Angeles, California 90012-2952

Attention: TBD (Buyer's/CA's Name & Job Title)
 Contract No. TBD (IFB/RFP No.)

- C. All Notices to the Contractor will be enclosed in a sealed envelope and transmitted by personal delivery to the Contractor or its authorized representative or by registered mail or any certifiable delivery service addressed as follows:

(Information will be incorporated at time of award)

- D. Any Notice of changes of address shall be given according to the provisions of this Special Provision.

SP-07 APPROVED SUBCONTRACTORS AND SUPPLIERS*

Subcontractor	Services Performed	??License Type and Number	??DBE/ MBE/ WBE
Name Address Phone			

Supplier	Material Supplied	??DBE/ MBE/ WBE
Name Address Phone		

(Information will be incorporated at time of award)

SP-08 RELEASE OF INFORMATION*

The Contractor shall not publish information or technical data acquired or generated by the Contractor in performing the Contract until such time as such information or technical data is released in published reports by the Los Angeles County Metropolitan Transportation Authority (Metro).

SP-09 ORDERING (For Indefinite Delivery/Quantity Contracts)

- A. The Contractor shall perform service's under the Contract as specified in the written Task Order issued by Metro.

- B. All Task Order's are subject to the terms and conditions of the Contract. In the event of conflict between a Task Order and the Contract, the Contract shall govern.
- C. Metro will initiate a Task Order by transmitting to the Contractor a Cost/Schedule Proposal Request (herein called "CSPR") that describes an initial task description and implementation schedule.
- D. The Contractor will then prepare a detailed Cost/Schedule Proposal (herein called "CSP"-Form 60) and transmit it to Metro within the time specified in the CSPR. The CSP shall specify the following:
 - 1. Work to be performed by the Contractor (see CSPR);
 - 2. Management Plan that lists key personnel as defined in General Conditions entitled ORGANIZATION AND PERSONNEL;
 - 3. Budget Plan including a detailed cost estimate and a cost loaded schedule;
 - 4. Schedule;
 - 5. List of Subcontractors, their scope of work and estimated value of work;
 - 6. DBE participation (see Special Provision entitled DBE/MBE/WBE PARTICIPATION PERCENTAGE); and
 - 7. Work products.
- E. Metro will evaluate the CSP. In its discretion, Metro may request the Contractor to revise and resubmit the CSP.
- F. Metro will notify the Contractor in writing whether the CSP has been accepted. CSPs not accepted in writing shall be deemed rejected.
- G. If a CSP or its revision is rejected, neither party shall have any rights or obligations arising out of the CSP or CSPR. Metro may issue a unilateral Task Order subject to further negotiation with the Contractor.
- H. If a CSP is accepted by Metro, a Task Order will be issued by Metro and acceptance will be sought from the Contractor.
- I. The Contractor shall not make any substitution of Subcontractors without prior approval by Metro, in accordance with the General Conditions, after a CSP has been accepted in writing by Metro.
- J. In addition, at any time during the course of contract performance, Metro may issue and/or revise the Task Order by Direction, subject to acceptance by the Contractor.
- K. Each executed Task Order will include:

1. A numerical designation;
2. The period of performance and schedule of deliverables;
3. The description of the services; and
4. The contract price, which shall not be exceeded without written modifications to the Task Order.

- L. The Contractor shall start services immediately upon receipt of a Task Order.
- M. The Contractor will not be reimbursed for costs incurred prior to the effective date of a Task Order.

SP-10 INSURANCE (RESERVED)

SP-11 WORKSITE ACCESS/RESTORATION (January 2002)

For Contracts dealing with hazardous materials

LEGAL ACCESS

Metro will be responsible for, and provide legal access to, the hazardous locations, if applicable. It will be the Contractor's responsibility to comply with the terms of the access agreements, which are provided elsewhere under the Contract.

WORKSITE ACCESSIBILITY

It will be the Contractor's responsibility to determine accessibility to the Worksites with equipment proposed for use on the project. Some adjustment in Worksite locations can and will be made upon the approval of Metro to avoid obstructions or to allow better accessibility for equipment.

WORKSITE RESTORATION

Worksite Restoration will be accomplished by the Contractor (in the event the Contractor's, or Subcontractor's, vehicle, equipment or personnel disturb the Worksites) in accordance with the Scope of Work and upon the completion of Services at the Worksite or as further directed by Metro.

SP-12 LOSS PREVENTION

- A. In performing the Contract, the Contractor shall at a minimum provide for protecting the lives and health of employees and other persons; preventing damage to property, goods; and avoiding work interruptions. For these purposes, the Contractor shall:
1. Provide appropriate safety barricades, signs, and signal lights;
 2. Comply with the safety policies of Metro and all applicable laws, standards, codes, rules, and regulations;

3. Take additional measures Metro determines are reasonably necessary for this purpose. This determination, when delivered to the Contractor or the Contractor's Authorized Representative at the Worksite, shall be deemed sufficient Notice of the noncompliance and corrective action required. After receiving the determination, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, Metro may issue an order stopping all or part of the Services or Work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
4. Maintain an accurate record of exposure data on all occurrence incident to Services performed under the Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by Metro; and
5. Be responsible for its Subcontractor's compliance with this article.

SP-13 CONTRACTOR EQUIPMENT*

The Contractor shall be responsible for the maintenance of all equipment. Necessary ancillary equipment will also be kept in good repair and operating condition to ensure that Contractor's operations will proceed in an efficient and effective manner. Equipment substitutions may be made only with the consent of Metro.

SP-14 FINAL PAYMENT BOND

Contractor may post a final payment bond satisfactory to Metro to insure that the Contractor will pay all sums due to Metro as a result of the final audit of the Contract/Task Order. Upon the posting of the final payment bond, Metro will make final payment to the Contractor thirty (30) days after the presentation of the final payment application to Metro. In the event Contractor fails to post a final payment bond, Metro will make final payment thirty (30) days after completion of the final audit.

Sample Performance and Payment Bonds provided in Appendix A

SP-15 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

?For contracts dealing with hazardous materials

Without limiting the requirements contained elsewhere in the Contract:

- A. The Contractor agrees to submit a Material Safety Data Sheet (Department of Labor Form OSHA-20), as prescribed in Federal Standard No. 313B, for all

hazardous substances five (5) days before delivery of the substance, whether or not listed in Appendix A of the Standard. This obligation applies to all substances delivered under the Contract which will involve exposure to hazardous substances or items containing these substances.

- B. "Hazardous substance", as used in this clause, is as defined in the Special Provision entitled SCOPE SPECIFIC DEFINITIONS.
- C. Neither the requirements of this article nor any act or failure to act by Metro shall relieve the Contractor of any responsibility or liability for the safety of Metro, Contractor, or Subcontractor personnel or property.
- D. Nothing contained in this article shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous substances.
- E. Metro's rights in data furnished under the Contract with respect to hazardous substances are as follows:
 - 1. To use, duplicate, and disclose any data to which this article is applicable. The purposes of this right are to:
 - a. apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous substance;
 - b. obtain medical treatment for those affected by the substance; and
 - c. have others use, duplicate, and disclose the data for Metro for these purposes.
 - 2. To use, duplicate, and disclose data furnished under this article, in accordance with sub-subarticle E.1 above, in precedence over any other article of the Contract providing for rights in data.
 - 3. That Metro is not precluded from using similar or identical data acquired from other sources.
 - 4. That the data shall not be duplicated, disclosed, or released outside Metro, in whole or in part for any acquisition or manufacturing purpose.
 - 5. The Contractor shall insert this article, including this paragraph, with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase designations or purchase orders) under the Contract involving hazardous material.

For small contracts or demolitions check with environmental to include

- 6. The term Hazardous Substances means any substance, material or waste, exposure to which results or may result in adverse affects on health or safety, including, without limitation, any substance defined as a hazardous substance under § 101 (14) of the Federal Comprehensive

Environmental Response, Compensation and Liability Act of 1980, as amended, or under § 25316 and 25317 of the California Health Safety Code, any substance or waste defined as a hazardous substance or hazardous waste under 8 CFR Part 5192 or 29 CFR Part 1910, and 29 CFR Part 1926, any substance, material or waste listed by the U.S. Department of Transportation and regulated as hazardous materials under 49 CFR Part 172.101 and appendices, any substance, material or waste requiring hazardous Substance Removal (as defined below), Asbestos and petroleum and petroleum by-products, waste, oil, crude oil and natural gas, lead and lead-based paint surfaces as defined in 24 CFR Part 570.608.

7. The Contractor may encounter Hazardous Substances, Asbestos, Gas Casings or USTs, lead or lead-based paint surfaces in structures, demolition materials and soils requiring Hazardous Waste Operations as defined by CAL/OSHA. All Hazardous Waste Operations are expressly excluded from this Contract and shall not be performed by Contractor under this Contract. Metro will furnish a specialty contractor to perform all Hazardous Waste Operations. In the event of a discovery of a condition requiring Hazardous Waste Operations, Contractor shall cease demolition operations and continue Work in unaffected areas until Metro has remedied the hazard. Measurement of delay time will be defined in a Change Order issued by Metro under the General Conditions Article entitled CHANGES.

SP-16 CONTRACT SPECIFIC DEFINITIONS*

For Contracts dealing with hazardous materials

The General Conditions Article entitled GLOSSARY OF TERMS is modified to incorporate the definitions:

- A. Hazardous Substances: Any substance, material or waste, exposure to which results or may result in adverse effects on health or safety, including, without limitation: any substance defined as a hazardous substance under Section 101(14) of the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, Title 26 USC § 4611, and Title 42 USC § 9601, as amended, or under § 25316 and 25317 of the California Health and Safety Code; any substance or waste defined as a hazardous substance or hazardous waste under 8 CFR Part 5192, or 29 CFR Part 1910, and 29 CFR Part 1926; any substance, material or waste listed by the U.S. Department of Transportation and regulated as hazardous materials under 49 CFR Part 172.101 and appendices (as amended, modified or replaced from time to time); any substance, material or waste requiring Hazardous Substance Removal (as defined below), Asbestos and petroleum and petroleum by-products, waste oil, crude oil and natural gas; and designated wastes per Title 23, California Code of Regulations, Chapter 15, Article 2.
- B. Hazardous Waste: Any waste or combination of wastes as defined in 40 CFR Part 261.3, or regulated as hazardous waste in California pursuant to

California Health and Safety Code, Chapter 6.5, Division 20, or defined as hazardous waste in 40 CFR Part 171.8, or listed by the U.S. Department of Transportation and regulated as hazardous under 49 CFR Part 172.101 and appendices (as amended, modified or replaced from time to time).

- C. Disposal Facilities: Includes, but is not limited to, Metro or Contractor contracted disposal facility, recycling facility, or treatment facility.
- D. Generator: A generator as defined in 40 CFR § 260.10, as amended from time to time or replaced under RCRA.

SP-17 CLEAN UP

Without limiting the requirements contained elsewhere in the Contract:

- A. The Contractor shall at all times keep the Worksite, including storage areas, free from accumulations of waste materials. Before completing the Services, the Contractor shall remove from the Worksite any rubbish, tools, scaffolding, goods that are not the property of Metro. Upon completing the Services, the Contractor shall leave the Worksite in a clean, neat, and orderly condition satisfactory to Metro.

SP-18 PROTECTION OF METRO STRUCTURES, EQUIPMENT, AND VEGETATION

- A. The Contractor shall use reasonable care to avoid damaging existing structures, equipment, and vegetation on Metro Worksite. If the Contractor's failure to comply with the requirements of the Contract or failure to use reasonable care in performing the Services and causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to Metro. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the costs incurred by Metro to effect the repairs or replacement. The costs may be deducted from the Total Contract Price.

SP-19 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS*

For geotechnical, environmental and project study contracts

- A. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the Worksite, which are not to be removed and which do not unreasonably interfere with the Services required to be performed under the Contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during Contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by Metro.

- B. The Contractor shall protect from damage all existing improvements and utilities:
 - 1. At or near the Worksite, and
 - 2. On adjacent property of a third party, the locations of which are made known to or should be known by the Contractor.
- C. The Contractor shall replace or repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of the Contract or failure to exercise reasonable care in performing the Services at no cost to Metro. If the Contractor fails or refuses to repair the damage promptly, Metro may have the necessary services performed and charge the cost to the Contractor.

SP-20

ALLOWABILITY, ALLOCABILITY & REASONABLENESS DEFINITIONS*

- A. This clause is intended to clarify and further define the allowability, allocability and reasonableness of costs. It is not all-inclusive and is not intended to modify and/or interpret the Federal Acquisition Regulation (FAR) or the Cost Accounting Standards (CAS) requirements or conflict with any other Contract terms and conditions. Metro has the right to determine the allocability, allowability and reasonableness of all costs incurred by Contractor under the Contract. If Contractor disputes Metro's findings, Contractor may file a dispute under the Article entitled RESOLUTION OF DISPUTES. The allowability, allocability and reasonableness of reimbursable costs claimed under the Contract will include the following considerations:
 - B. Allowability of costs is determined using FAR Part 30 (CAS), FAR Subpart 31.204, Compensation and Payment Provisions, Generally Accepted Accounting Principles (GAAP) (promulgated by the AICPA) and any Advance Cost Understanding incorporated into the Contract.
 - C. Reasonableness of costs is determined using FAR Subpart 31.201-3, GAAP, Internal Revenue Code (IRC) (where applicable), the Advance Cost Understanding and Metro's Contractor Cost Guidelines. Reasonableness of costs must be carefully examined to ensure that costs incurred would be similar to those expected to be incurred in a competitive pricing environment. The burden of proof shall be upon the Contractor to establish that a cost is reasonable.
 - D. Costs are allocated to final cost objectives. The allocability of cost is determined using FAR Part 30, FAR Subpart 31.201.4 and Compensation and Payment Provisions entitled REIMBURSABLE COSTS AND FEE FOR CPFF CONTRACTS. Specifically, indirect expenses shall be allocated on the basis of the beneficial or causal relationship between supporting (indirect expense) and receiving activities (final cost objective). Such expenses shall be distributed directly to business units/segments and/or final cost objectives to the maximum extent possible. Expenses not directly identifiable to a final cost objective, if significant in amount, shall be grouped in separate logical

and homogeneous pools and allocated based on a causal or beneficial relationship to final cost objectives.

- E. Allocation of costs to the Project Office indirect pool shall be determined in strict accordance with FAR Subpart 31.201.4 and FAR Part 30 and Compensation and Payment Provision entitled REIMBURSABLE COSTS AND FEE FOR CPFF CONTRACTS.
- F. Specifically, the Contractor shall abate its indirect expenses (associated with non-Project Office direct labor) allocated to the Project Office for items which are similar to those provided by Metro to the Project Office's operations at no cost or reimbursed by Metro as a Project Office Other Direct Cost.
- G. For example, any expense (eg., rent, building ownership cost, office equipment or supplies) associated with the Contractor's or Subcontractors' non-Project Office direct labor shall be deemed similar to any expense (e.g., rent, office equipment or supplies) that Metro has paid for 100% at the Project Office. However, any expense (eg., rent, building ownership cost, office equipment or supplies) associated with the Contractor's or Subcontractors' indirect labor is allocable to the direct labor at the Project Office.
- H. For Contractors where the Contract represents more than fifty (50%) percent of the Contractor's business (% defined as Direct Labor v. Total Contractor Direct Labor), outside professional expenses incurred in preparing and negotiating Contractor's positions on claims, disputes, or audits related to issues of reasonableness, allowability, or allocability shall not be allowable as a direct or indirect cost to Metro, unless prior written approval is obtained from Metro.

SP-21 SOFTWARE LICENSING AGREEMENT AND PROVISIONS FOR USE*

Use if the Contractor is developing software

A. Definitions: As used herein:

1. Software

The computer programs and products required to be developed and delivered by the Contractor to Metro under the Contract, in object code (but excludes commercial software developed at private expense and not in the public domain).

2. Source Code Materials

A human-readable copy of the Software and related materials and documentation generated in preparing the Software, including programmer notes, flow charts, logic diagrams, and listings.

3. Documentation

Systems and user manuals sufficient to enable a person skilled in the applicable art to operate, maintain, and support the Software for its intended purposes.

B. Deliveries

The Contractor shall deliver to Metro the Software, Source Code Materials, and Documentation, in such tape, disk, or hard copy format as Metro may designate.

C. Ownership

The Contractor shall retain ownership of the Software, Source Code Materials, and Documentation with the right to exploit the same, subject to Metro's rights as herein provided. Metro shall place such copyright Notices affirming the Contractor's ownership rights as the Contractor may reasonably require on all materials licensed hereunder which are reproduced by Metro.

D. License Rights

The Contractor hereby grants to Metro a royalty-free, paid-up, non-exclusive license, in perpetuity, to use duplicate, and disclose the Software, Source Code Materials, and Documentation, and to make modifications of and enhancements to the Software, and permit others (who sign standard nondisclosure agreements) to do the same, but only for governmental purposes and not for any commercial purposes.

E. Confidentiality

Metro shall hold the Software, Source Code Materials, and Documentation in confidence, shall use and disclose them only as expressly authorized herein or as required by law and only to its employees, agents or sublicensees to whom disclosure is necessary or appropriate for the performance and exercise of its rights hereunder, and shall take reasonable steps to ensure that unauthorized persons will have no access to them.

F. Warranty

The Contractor warrants that the Software will perform according to the specifications set forth in the Contract, that it is owner of the Software, Source Code Materials, and Documentation that it has the right to convey and grant the license herein granted to Metro, and that Metro's use thereof as herein contemplated will not infringe any third party's proprietary rights in the United States. The foregoing warranties shall not apply to the extent the Software is modified by Metro.

G. Modifications and Enhancements

Upon Metro's request the Contractor shall generate modifications of and enhancements to the Software not required by the Contract, at the

Contractor's rates charged for comparable services to its most favored customers.

SP-22 LIQUIDATED DAMAGES*

- A. For purposes of the Contract, the Parties agree to Liquidated Damages, as described below, because it will be impracticable or extremely difficult to ascertain or fix the actual damages which Metro will sustain.

- B. The amount of Liquidated Damages per calendar day is fixed and determined by the Parties to each FFP Contract/Task Order as the Liquidated Damages that Metro will suffer by reason of such default and not by way of penalty. The amount of Liquidated Damages for each Contract/Task Order shall be set forth in the appropriate Schedules as attached to each Task Order. Liquidated Damages shall only apply to Firm Fixed Priced Contract/Task Order negotiated between Metro and the Contractor.
 - 1. The Contractor and Metro agree that, should the Contractor fail to meet individual milestones and/or complete the Work within the time agreed upon in each Firm Fixed Price Contract/Task Order, or within such extra time as may be allowed for delays and extra work as provided herein, Metro will deduct and retain Liquidated Damages out of the moneys which may be due the Contractor every day that the time consumed in the execution of the Work exceeds the time allowed for its completion, or such additional time as may be agreed to by the parties.
 - 2. The Contractor and Metro agree that, in the event the progress Schedules and reports are not submitted at the times required by the Contract/Task Order, Metro will deduct and retain Liquidated Damages out of the moneys which may be due the Contractor every day that the time consumed in the execution of the Work exceeds the time allowed for its completion, or such additional time as may be agreed to by the parties.
 - 3. The Contractor and Metro agree that, in the event Record Drawings and documents are not produced and maintained as required by the Contract, Metro will deduct and retain Liquidated Damages out of the moneys which may be due the Contractor every day that the time consumed in the execution of the Work exceeds the time allowed for its completion, or such additional time as may be agreed to by the parties.
 - 4. It is further mutually understood and agreed by and between Metro and the Contractor that the Liquidated Damages described above are additive for each and every day's delay except in the event that the time periods set forth in the FFP Contract/Task Order shall be adjusted based on any authorized extensions of time by Metro. Metro reserves the right to pursue one or more forms of Liquidated Damages for any occurrence giving rise to Liquidated Damages. Where two (2) or more Liquidated Damages categories may apply to the same event, only the single highest value Liquidated Damage category shall apply. It is further understood and agreed upon by and between Metro and the Contractor that Liquidated Damages will be assessed against Progress Payments. Metro

will issue a deductive Contract Amendment/Task Order Revision for the amounts specified herein that will reduce the total value of the FFP Contract/Task Order. In the event the remaining balance due from the Contractor is insufficient to cover the full amount of assessed Liquidated Damages, Metro shall be authorized to recover such amounts from the retention established for the FFP Contract/Task Order.

SP-23 THE CONTRACTOR'S LICENSE

- A. The contracting firm and the majority owner of the subcontracting firm shall have the experience and professional capability to perform the work; and the majority owner of the subcontracting firm shall possess and maintain for the duration of the contract work, the appropriate State of California Professional license(s) and registration required.
- B. The majority Contractor and Subcontractor(s) must possess and maintain the appropriate State of California license and registration required for the contracted work throughout the duration of the Work. Proof of validity of such license and/or registration shall be provided on an annual basis.

SP-24 INDIRECT COST RATES*

This provision prescribes policies and procedures for establishing (a) billing rates and (b) final indirect cost rates.

A. Definition

- 1. Billing rate means an indirect cost rate:
 - a. Established temporarily for interim reimbursement of incurred indirect costs; and
 - b. Adjusted as necessary pending establishment of final indirect cost rates.
- 2. Final indirect cost rate means the indirect cost rate established and agreed upon by Metro and the Contractor or its Subcontractors as not subject to change. It is usually established after the close of the Contractor's or its Subcontractors' fiscal year (unless the Parties decide upon a different period) to which it applies.
- 3. Indirect cost (Refer to FAR Subpart 31.001 and 31.203).
- 4. Indirect cost rate means the percentage or dollar factor that expresses the ratio of indirect expense incurred in a given period to direct labor cost, manufacturing cost, or another appropriate base for the same period.

B. Basis for Calculation

- 1. Metro shall be auditing and negotiating indirect cost rates for the Contract.

2. The Contractor shall submit a final indirect cost rate proposal and its Subcontractors' final indirect cost rate proposal, each of which shall meet the requirements of the Compensation and Payment Provisions to Metro.
3. Metro will use billing rates and final indirect cost rates in reimbursing indirect costs under cost-reimbursement provisions of this contract and, where applicable in determining progress payments, under fixed-price provisions of this contract.
4. Contracting Officers shall:
 - a. Unless the quick-closeout procedure is used, use final indirect cost rates of the Contractor and its Subcontractors for a given period agreed to by Metro and Contractor, which shall be binding for all Metro's cost-reimbursement contracts with the Contractor or its Subcontractors for that period, subject to any specific limitation in a contract or advance agreement; and
 - b. Use established final indirect cost rates in negotiating the final price of fixed-price incentive and fixed price redeterminable contracts and in other situations requiring that indirect costs be settled before contract prices are established (see 31.103(b)).

C. Billing Rates

1. The Contracting Officer responsible for determining the final indirect cost rate ordinarily shall also be responsible for determining the billing rate.
2. The Contracting Officer or Authorized Auditor (as defined in the General Condition entitled AUDITS) shall establish a billing rate on the basis of information resulting from recent review, previous audits or experience, or similar reliable data or experience. In establishing the billing rate, the Contracting Officer or Authorized Auditor should ensure that it is as close as possible to the final indirect cost rate anticipated for the Contractor's or Subcontractor's fiscal period, as adjusted based on allowable costs per the Contract terms. When the Contracting Officer determines that the dollar value of contracts requiring use of a billing rate does not warrant submission of a detailed billing rate proposal, the billing rate may be established by making appropriate adjustments from the prior year's indirect cost experience to eliminate unallowable and nonrecurring costs and to reflect new or changed conditions.
3. Once established, billing rates may be prospectively or retroactively revised by mutual agreement of the Contracting Officer and the Contractor or Subcontractor at either party's request, to prevent substantial overpayment or underpayment.
4. The elements of indirect cost and the base or bases used in computing billing rates shall not be construed as determinative of the indirect costs

to be distributed or of the bases of distribution to be used in the final settlement.

D. Final Indirect Cost Rates

Final indirect cost rates shall be established on the basis of Contracting Officer determination procedure.

1. Applicability and responsibility. Contracting Officer determination shall be responsible for establishing the final indirect cost rates.

2. Procedures

a. In accordance with the Compensation and Payment section, the Contractor or its Subcontractors shall submit to the Contracting Officer and, if required by Metro procedures, to the Authorized Auditor a final indirect cost rate proposal reflecting actual cost experience during the covered period, together with supporting cost or pricing data.

Contractor shall submit its proposal with a Certificate of Final Indirect Costs (Exhibit 1) signed at a level no lower than vice president or chief executive officer.

b. The Authorized Auditor shall submit to the Contracting Officer an advisory audit report identifying any relevant advance agreements or restrictive terms of specific contracts and including all relevant information regarding the review of the final Indirect Cost Rate proposal.

c. The Contracting Officer shall head Metro's negotiating team, which could include the Authorized Auditor, and/or technical or functional personnel as required.

d. Metro negotiating team shall develop a negotiation position.

e. The Contracting Officer shall

1. Conduct negotiations;

2. Prepare a written indirect cost rate agreement conforming to the requirements of the contracts;

3. Prepare, sign, and place in the Contract file a negotiation memorandum covering

a. The disposition of significant matters in the advisory audit report;

b. Reconciliation of all costs questioned, with identification of items and amounts allowed or disallowed in the final

settlement as well as the disposition of period costing or allocability issues;

- c. Reasons why any recommendations of the Authorized Auditor or other technical advisors were not followed; and
- d. Identification of cost or preceding data submitted during the negotiations and relied upon in reaching a settlement; and

- 4. Distribute resulting documents in accordance with Metro procedures.

E. Distribution of documents

The Contracting Officer shall promptly distribute executed copies of the indirect cost rate agreement to the Contract file and to all affected Metro contract administrators, in accordance with Metro's procedures.

F. Cost-sharing Rates and Limitations on Indirect Cost Rates

- 1. Cost-sharing arrangements, when authorized, may call for the Contractor or Subcontractor to participate in the costs of the Contract by accepting indirect cost rates lower than the anticipated actual rates. In such cases, a negotiated indirect cost rate ceiling may be incorporated into the contract for prospective application.
- 2. When ceiling provisions are utilized, the Contract/Task Order shall also provide that
 - a. Metro will not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates; and
 - b. In the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform with the lower rates.

G. Quick-close-out Procedure

- 1. The Contracting Officer responsible for contract close-out may negotiate the settlement of indirect costs for a Contract or specific Task Order, in advance of the determination of final indirect cost rates, if
 - a. The Contract or specific Task Order is physically complete;
 - b. The amount of unsettled indirect cost to be allocated to the Contract or Task Order is relatively insignificant. Indirect cost amounts will be considered insignificant when

1. The total unsettled indirect cost applicable to any contract or Task Order does not exceed one hundred thousand dollars (\$100,000.00); and
 2. Unless otherwise provided in Metro procedures, the cumulative unsettled indirect costs to be allocated to one or more Metro contracts or Task Orders in a single fiscal year do not exceed fifteen (15%) percent of the estimated, total unsettled indirect costs allocable to cost-type contracts for that fiscal year; and
- c. Agreement can be reached on a reasonable estimate of allocable dollars.
1. Determinations of final indirect costs under the quick-close-out procedure shall be final for the Contract/Task Order it covers and no adjustment shall be made to other contracts for over-or under-recoveries of costs allocated or allocable to the Contract covered by the agreement.
 2. Indirect cost rates used in the quick-close-out of a contract shall not be considered a binding precedent when establishing the final indirect cost rates for other contracts.

SP-25

METRO MANAGEMENT OF CONTRACTOR'S PERSONNEL *

- A. In the event Metro determines it becomes necessary to request Contractor personnel to assist in the management of any Project, Metro may request the Contractor to assign its personnel to any Project subject to the direction of Metro's Project Manager or designee. Metro shall request such assignment of the Contractor's personnel through a Contract Amendment or individual Task Order approved by the Project Manager requesting such personnel. The Contractor shall advise Metro of its concurrence or rejection of the request within three (3) business days. If Contractor fails to advise Metro within the three (3) business day period, Contractor shall be deemed to concur with Metro's request.
- B. Any Contract Amendment/Task Order issued under this Special Provision shall include the following information:
1. Name of Contractors personnel;
 2. Direct and indirect costs associated with the Contractor's personnel;
 3. Description of duties to be performed by Contractor's personnel;
 4. Description of the limit of authority, if any, of Contractor's personnel;
 5. Indemnification language to be provided by Metro in connection with the proposed duties of the Contractor's personnel; and
 6. All information required by Article 6 of the Form of Contract.
- C. For purposes of this Provision only, the Contractor's personnel identified in a Contract Amendment/Task Order issued under this Special Provision shall be defined as the Personnel.

- D. Metro shall provide the Personnel with office space and associated supplies and equipment necessary to perform the duties described under the Contract Amendment/Task Order. Metro shall have no obligation for any Contractor personnel who are not specifically identified in a Contract Amendment/Task Order issued under this Special Provision.
- E. Any document or work product produced, generated or reviewed by the Personnel in their capacity described in the Contract Amendment/Task Order shall be the property of Metro. Except for the Personnel's immediate superior in the Contractor's Program office the Personnel shall not discuss their work assignment with any other Contractor personnel without prior consent of Metro's Project Manager.
- F. The Personnel shall perform the Work described in the Contract/Task Order in compliance with Metro's policies and procedures, including, without limitation, Metro's Ethics Policy, Code of Conduct and other applicable policies and procedures. Further, Personnel's work hours shall be compatible with Metro's normal work hours.
- G. During the term of the Contract/Task Order, the Personnel shall remain an employee of the Contractor and shall continue to have their salary and benefits paid for the Contractor. In no event will the Personnel be considered an Metro employee. Further the Personnel shall not receive any benefits normally accruing to Metro employees unless provided by the Contractor.
- H. Metro, in its sole discretion, has the right to terminate a Contract Amendment/Task Order issued pursuant to this Provision notwithstanding the duration stated in the Contract Amendment/Task Order or remove the Personnel at any time, all in accordance with the terms of the Contract.

SP-26 SUBCONTRACT ADMINISTRATION

In accordance with 49 CFR Part 26, the Contract Document entitled COMPENSATION AND PAYMENT and the Sub-Article entitled PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS, Metro has elected to implement the following requirements related to the Work that is performed by all Subcontractors of any tier under this Contract.

- A. Executed Subcontract Agreements. - Contractor shall submit to Metro Contracting Officer complete copies of all executed Subcontracts and/or Purchase Orders within fourteen (14) calendar days after the Contractor, or its Subcontractors, executes each Subcontract or Purchase Order. Contractor shall also submit copies of all Changes Orders, Modifications, Addendums or Amendments to such Subcontracts and Purchase Orders within fourteen (14) calendar days after execution. Contractor shall not darken out or delete any information from the submitted Subcontract and Purchase Order documents. The Subcontract and Purchase Order prices shown in the submitted documents shall not be cause for any reason by any Party to make an adjustment to the Contract Price and such pricing information will only be used to implement the provisions hereunder and in

the Contract Document entitled COMPENSATION AND PAYMENT related to Subcontractor payments and retention.

- B. Subcontract Values. – Contractor shall, in accordance with the Specification entitled COST/SCHEDULE INTEGRATION SYSTEM, breakdown the Schedule of Values and its monthly Application for Progress Payment making all work activities, the value thereof, payments made to date and retention withheld, distinguishable between the Contractor, its Subcontractors and Suppliers, inclusive of the baseline Work and all Contract Modifications.
- C. Releases. - In accordance with the requirements set forth in the Contract Document entitled COMPENSATION AND PAYMENT and the Article entitled PROGRESS PAYMENTS and the Article entitled PAYMENT TO SUBCONTRACTORS, Contractor shall cause that its Subcontractors and Suppliers complete and provide Conditional and Unconditional Waiver and Release forms, attached hereto as Exhibits SA-1 and SA-2, for Contractor to submit with its Applications for Progress Payment and Request for Final Payment. In the event Contractor fails to submit the required Waiver and Release form then any money's due for that Work performed shall not be paid and will be carried over to the next Progress Payment, or the Final Payment delayed, until such time Contractor submits the required Waiver and Release form. Any such payment withheld shall not be cause for a Contract Change, Claim, or subject to any accrued interest.
- D. Survival of Obligations. - Without limiting any other provision of the Contract relating to continuing obligations that extend beyond Final Acceptance of the Work or any Subcontractors' or Suppliers' Work under this Contract, the Contractor's responsibility for injury to persons and/or property arising from its duties and obligations under the Contract, including without limitation, the Articles entitled LIABILITY AND INDEMNIFICATION, GOODS, and WARRANTY in the Contract Document entitled GENERAL CONDITIONS, shall survive acceptance and any payment to Contractor by METRO for any element of the Work performed by a Subcontractor or Supplier under this Contract.
- E. Undisclosed Incomplete Work. - Contractor will not be relieved of its obligations to complete any element of the Work, or any portion or item thereof, the non-completion of which was not disclosed to Metro prior to Final Acceptance of the Contract, regardless of: (1) whether such nondisclosures were fraudulent, negligent, or otherwise; and (2) Metro having inspected or accepted the element of the Work, having accepted Contractor's certification that the element of the Work is completed, having made payment to Contractor for the element of the Work, or Contractor having made final payment, including a release of retention to its Subcontractor or Supplier for that element of the Work. Contractor shall remain obligated to correct all such items after Final Acceptance of the Contract under this Article and all other provisions of the Contract that, expressly or by their nature, extend beyond or survive Final Acceptance.
- F. Modified General Condition. The Contract Document entitled GENERAL CONDITIONS, the Article entitled ACCEPTANCE OF ELEMENTS OF THE

WORK, and the sub-Article entitled PARTIAL ACCEPTANCE, is modified to read:

“If portions of the Work (due to having independent utility or a subcontract being fully completed) are completed in advance of the deadlines specified in this Contract, Metro shall have the right to accept them in advance of the deadline for completion of the entire Contract. Any such partial Acceptance shall follow a procedure similar to that required for Substantial Completion, modified as specified by the Contracting Officer. The Contracting Officer will also determine the effect of such partial Acceptance on Contractor’s responsibility for maintenance during construction and its Warranty obligations.”

- G. Inspection of a Subcontractor’s work, under the terms of this Special Provision, shall not constitute an exception for Acceptance as contemplated by the General Condition Article entitled PERFORMANCE AND INSPECTIONS, sub-article 20.1.4, unless it is specified in writing as stated therein.
- H. The terms of this Special Provision, as it relates to General Condition entitled PERFORMANCE AND INSPECTIONS, sub-article 20.1.5, creates an Metro obligation to make inspections of Subcontractors completed work for the limited purpose of implementing the terms of this Special Provision, such inspections shall not relieve Contractor of any of its responsibilities under this Contract.
- I. After the Contractor has notified Metro that a Subcontractor’s work is complete, Metro may charge the Contractor for any additional costs Metro incurs for the inspections when the Work is not ready at the time indicated in the notice or when an additional inspection is necessitated by prior rejection.
- J. Contractor shall consider and plan for the requirements of this Special Provision and any delay in any Critical Path, or other interruption to the Contractor, resulting from any inspections or other terms of this Special Provision shall **not**, for any reason, result in an increase to the Contract Price or Time, nor entitle Contractor to any recovery of any costs, or delay, or interest payments occasioned thereby.
- K. Notwithstanding any terms of this Special Provision, the terms of Warranty, either express or implied in this Contract remain unchanged.
- L. Modified Compensation and Payment Article -

CP-3 RETENTION AND ESCROW ACCOUNTS*
(Only paragraphs A & B are revised.)

- A. Retention:
Metro shall retain from each Progress Payment ten percent (10%) of the Progress Payment as part security for the fulfillment of the Contract by the Contractor. However, after fifty percent (50%) of the Work has been

completed, if in the sole discretion of Metro progress on the Work is satisfactory, Metro will not make further deductions on the remaining Progress Payments, except that the amount of the retention withheld shall not at any time thereafter be less than five percent (5%) of the Contract Price, as amended, or as adjusted by Change Orders. However, if Metro determines that the Work or progress of the Work is unsatisfactory, Metro may reinstate, continue or increase retentions in amounts necessary to increase the total retention to an amount not to exceed ten percent (10%) of the Contract Price. Notwithstanding any payments made to Contractor, out of retention or other monies withheld, or other monies due Contractor under this Contract, in the implementation of 49 CFR Part 26 and the Article entitled PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS, in the Contract Document entitled COMPENSATION AND PAYMENT, Metro shall withhold retention from each progress payment, consistent with the amounts allowed above, whereas Metro shall withhold not less than 5% of the Contract price until final completion and acceptance of the Contract.

B. Substitution of Securities:

To ensure performance under the Contract, the Contractor may, at its sole expense, substitute securities equivalent to the retention withheld by Metro. Such securities shall be deposited with an escrow agent approved by Metro, who shall then pay such retention to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. The Contractor shall be the beneficial owner of any security substituted for monies withheld and shall receive any accrued interest thereon. Securities eligible for investment shall include those listed in Government Code §16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and Metro. No such substitution shall be accepted until the Escrow Agreement, securities, and any other documents related to the substitution are reviewed and accepted in writing by Metro. In the event Contractor's subcontractors elect to do any of the following the Contractor shall:

1. If a subcontractor elects to substitute securities in lieu of retention with the Contractor, then in accordance with the sub-Article herein entitled "Prompt Payment of Withheld Funds to Subcontractors", when Contractor certifies to Metro that all tasks called for in the subcontract have been satisfactorily accomplished and Metro has inspected the Work, Contractor shall release the subcontractor's securities within thirty (30) days after receipt of Metro notice on the completed inspection, even though there may be no adjustment(s) to be made to Contractor's substitute securities in lieu of retention.
2. In the event the Contractor elects to substitute securities in lieu of retention and a subcontractor has not elected to substitute securities in lieu of retention, Contractor may withhold from his or her subcontractor the amount of retention that would have otherwise been withheld, yet when, in accordance with the sub-Article herein entitled

“Prompt Payment of Withheld Funds to Subcontractors”, Contractor certifies to Metro that all tasks called for in the subcontract have been satisfactorily accomplished and Metro has inspected the Work, Contractor shall release the subcontractor’s retention within thirty (30) days after receipt of Metro notice on the completed inspection, even though there may be no adjustment(s) to be made to Contractor’s substitute securities in lieu of retention.

END OF SPECIAL PROVISIONS

EXHIBIT SA-1 - CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from _____
(Maker of Check)

in the sum of \$ _____ payable to _____
(Amount of Check) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of _____ located at _____
(Owner)

_____ (Job Description)

to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to _____
(Your Customer)

through _____, only and does not cover any retentions retained before or after the
(Date)

release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Original Contract Price	\$ _____
Executed Changes to date	\$ _____
Total Contract Price to date	\$ _____
Total Earned to date	\$ _____
Total Payments Received to date	\$ _____
Retention withheld to date	\$ _____
Any other withholdings to date	\$ _____

Dated: _____ Company Name: _____

Signed by: _____
(Print Name) (Print Title)

**EXHIBIT SA-2 - UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS
PAYMENT OR FINAL PAYMENT**

The undersigned has been paid and has received a progress payment, or final payment, in the sum of \$ _____ for labor, services, equipment, or material furnished to _____ on the job of _____ located at _____ and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to _____ through _____ only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress or final payment.

Original Contract Price	\$ _____
Executed Changes	\$ _____
Total Contract Price	\$ _____
Total Payments Received to Date	\$ _____
Total Retention Amount	\$ _____
Other withholdings, Total	\$ _____

Dated: _____ Company Name: _____

Signed by: _____ (Print Name) _____ (Print Title)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

APPENDIX A - WORK COMPLETION SCHEDULE

Contractor shall commence performance of the Work within ten (10) days after receipt of a Contract/Task Order and shall furnish sufficient forces, facilities equipment and materials necessary along with such hours, including extra shifts and overtime operations, so as to prosecute the Work to completion in accordance with the following major Contract/Task Order dates:

Work Schedule	Description	Schedule	Liquidated Damages Amount Per Calendar Day*
No. 1		_____ calendar days after effective start date of (Contract)(Task Order).	
No. 2		_____ calendar days after effective start date of (Contract)(Task Order).	
No. 3		_____ calendar days after effective start date of (Contract)(Task Order).	
No. 4		_____ calendar days after effective start date of (Contract)(Task Order).	
No. 5		_____ calendar days after effective start date of (Contract)(Task Order).	

* The maximum liquidated damages for which the Contractor shall be liable shall be \$?? _____ per day for failure to meet any or all Milestones.

APPENDIX A - WORK PROGRESS SCHEDULES AND REPORTS SCHEDULE

Contractor shall commence performance of the Work within ten (10) days after receipt of a Contract/Task Order and shall furnish sufficient forces, facilities equipment and materials necessary along with such hours, including extra shifts and overtime operations, so as to prosecute the Work to completion in accordance with the following major Contract/Task Order dates:

Schedules and Reports	Description	Schedule	Liquidated Damages Amount Per Calendar Day*
No. 1		As required in the (Contract)(Task Order).	
No. 2		As required in the (Contract)(Task Order).	
No. 3		As required in the (Contract)(Task Order).	
No. 4		As required in the (Contract)(Task Order).	
No. 5		As required in the (Contract)(Task Order).	

* The maximum liquidated damages for which the Contractor shall be liable shall be \$?? _____ per day for failure to meet any or all Milestones.

APPENDIX A - RECORD DRAWINGS SCHEDULE

Contractor shall commence performance of the Work within ten (10) days after receipt of a Contract/Task Order and shall furnish sufficient forces, facilities equipment and materials necessary along with such hours, including extra shifts and overtime operations, so as to prosecute the Work to completion in accordance with the following major Contract/Task Order dates:

Record Drawings	Description	Schedule	Liquidated Damages Amount Per Calendar Day*
No. 1		Within _____ days of receipt of as-built drawings from Metro.	
No. 2		Within _____ days of receipt of as-built drawings from Metro.	
No. 3		Within _____ days of receipt of as-built drawings from Metro.	
No. 4		Within _____ days of receipt of as-built drawings from Metro.	
No. 5		Within _____ days of receipt of as-built drawings from Metro.	

* The maximum liquidated damages for which the Contractor shall be liable shall be \$?? _____ per day for failure to meet any or all Milestones.

APPENDIX A - MILESTONE COMPLETION SCHEDULE

Contractor shall commence performance of the Work within ten (10) days after receipt of a Contract/Task Order and shall furnish sufficient forces, facilities equipment and materials necessary along with such hours, including extra shifts and overtime operations, so as to prosecute the Work to completion in accordance with the following major Contract/Task Order dates:

Milestone	Description	Schedule	Liquidated Damages Amount Per Calendar Day*
No. 1		_____ calendar days after effective start date of (Contract)(Task Order).	
No. 2		_____ calendar days after effective start date of (Contract)(Task Order).	
No. 3		_____ calendar days after effective start date of (Contract)(Task Order).	
No. 4		_____ calendar days after effective start date of (Contract)(Task Order).	
No. 5		_____ calendar days after effective start date of (Contract)(Task Order).	

* The maximum liquidated damages for which the Contractor shall be liable shall be \$?? _____ per day for failure to meet any or all Milestones.

APPENDIX A - MILESTONE COMPLETION SCHEDULE (con't)

Milestone	Description	Schedule	Liquidated Damages Amount Per Calendar Day*
No. 6		_____ calendar days after effective start date of (Contract)(Task Order).	
No. 7		_____ calendar days after effective start date of (Contract)(Task Order).	
No. 8		_____ calendar days after effective start date of (Contract)(Task Order).	
No. 9		_____ calendar days after effective start date of (Contract)(Task Order).	
No. 10		_____ calendar days after effective start date of (Contract)(Task Order).	

* The maximum liquidated damages for which the Contractor shall be liable shall be \$?? _____ per day for failure to meet any or all Milestones.

TBD (IFB/RFP No.)
TBD (Solicitation Title)

Exhibit 1 - Rate Certification

This is to certify that I have reviewed this proposal to establish final annual indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final annual indirect cost rates for (identify period covered by rate) are allowable in accordance with this Contract and the cost principles of the Federal Acquisition Regulation (FAR) and its supplements that are applicable to the contracts to which the final annual indirect cost rates will apply; and
2. This proposal does not include any costs which are expressly unallowable under this Contract, or cost principles of the FAR or its supplements made applicable under the Contract.

I certify under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct

Firm: _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

APPENDIX A - PERFORMANCE BOND

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

**TBD (IFB/RFP No.)
TBD (Solicitation Title)**

WHEREAS the Los Angeles County Metropolitan Transportation Authority ("Metro") has awarded to _____ ("Principal"), Contract No **TBD (IFB/RFP No.), TBD (Solicitation Title)** and

WHEREAS Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract;

NOW, THEREFORE, we _____, as Principal, and _____, ("Surety"), as Surety, are held and firmly bound unto Metro in the sum of _____ Dollars (\$ _____), this amount being not less than the Total Contract Price in lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by these presents. In case suit is brought upon this Bond, Surety shall pay reasonable attorneys' fees to Metro in an amount to be fixed by the court.

The condition of this obligation is such that, if the hereby-bonded Principal or its heirs, executors, administrators, successors, assigns, or Subcontractors shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Further, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents, or of the Work to be performed there under, shall in any way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or modification of the contract documents or of the Work to be performed there under.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety named herein, on the _____ day of _____ 200__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

By: _____
(Principal)

By: _____
(Surety)

By: _____

APPENDIX A - PAYMENT (MATERIAL AND LABOR) BOND

**TBD (IFB/RFP No.)
TBD (Solicitation Title)**

PAYMENT (MATERIAL AND LABOR) BOND

WHEREAS the Los Angeles County Metropolitan Transportation Authority ("Metro") has awarded to _____ ("Principal"), **TBD (IFB/RFP No.), TBD (Solicitation Title)** and

WHEREAS Principal is required under the terms of the Contract to furnish a Bond to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we _____, as Principal, and _____, ("Surety"), as Surety, are held and firmly bound unto Metro in the sum of _____ Dollars (\$ _____), this amount being not less than the Total Contract Price in lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by these presents. In case suit is brought upon this Bond, Surety will pay reasonable attorneys' fees to Metro and the plaintiff(s) in an amount to be fixed by the court.

The condition of this obligation is such that, if the hereby-bonded Principal, or its heirs, executors, administrators, successors, or assigns, or Subcontractors shall fail to pay any of the persons named in Civil Code § 3181 or to pay amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or amounts due under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal or its Subcontractors pursuant to § 13020 of the Unemployment Insurance Code with respect to Work or labor performed under the Contract, then the Surety herein named shall pay for the same in an amount not exceeding the sum specified in this Bond; otherwise the above obligation shall be void.

This Bond shall inure to the benefit of any of the persons named in Civil Code § 3181 as to give a right of action to such persons or their heirs, executor's, administrators, successors, or assigns in any suit brought upon this Bond.

Further, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents, or of the Work to be performed there under, shall in any way affect its obligations on this Bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the contract documents, or of the Work to be performed there under.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety named herein, on the _____ day of _____, 200____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

By: _____
(Principal)

By: _____
(Surety)

By: _____

